



December 23, 2005

Marlene H. Dortch  
Secretary  
Federal Communications Commission  
445 12<sup>th</sup> St., S.W.  
Washington, D.C. 20554

Re: Comcast/Time Warner Cable Proposed Adelphia Transaction  
*MB Docket No. 05-192*

Dear Ms. Dortch:

This letter summarizes anticompetitive practices that Comcast and Time Warner are engaging in that stifle EchoStar's ability to obtain access to cable-affiliated programming on fair and non-discriminatory terms. Cable-affiliated programmers are attempting to circumvent the FCC's program access rules by imposing onerous conditions that appear on their face to be "nondiscriminatory." As a result, EchoStar is prevented from offering customers valuable programming, and the cable provider has achieved a "home made" exclusive, or EchoStar must charge customers higher prices for that programming, which runs counter to the intent of the FCC's rules. The increased concentration of subscriber pools that will result from the acquisition of Adelphia exacerbates the ability and incentive of these two cable operators to engage in these anticompetitive tactics.

The limitations inherent in the program access rules make them a blunt instrument for policing this type of conduct. Among other things, the lack of discovery as-of-right makes it very hard to prove the increasingly subtle forms of discrimination to which cable-affiliated programmers resort. In addition, the notorious "terrestrial loophole" makes it easy for such programmers to evade these rules through the simple expedient of leasing fiber. Therefore, the Commission needs to remedy this situation by (1) imposing conditions on the Adelphia transaction that clearly prevent all types of discrimination, and (2) adopting arbitration requirements to expedite resolution of these disputes and that facilitate necessary factual discovery. Comcast and Time Warner should not be permitted to continue to make a mockery of the Commission's program access rules.

#### **I. The Program Access Rules and *News Corp.* Conditions**

Fair access to affiliated programming is an important goal for both Congress and the Commission. In 1992, Congress instructed the Commission to make regulations to increase competition and diversity in the multichannel video programming distribution

market by prohibiting discrimination, exclusive contracts and other improper practices by cable operators and cable-affiliated programmers that would impede competitive access to their programming.<sup>1</sup> In response, the Commission promulgated the program access rules.<sup>2</sup> More recently, the Commission reaffirmed its view of the importance of program access, by imposing analogous conditions on the News Corp.-DIRECTV merger prohibiting the merging parties from engaging in discriminatory practices and entering into exclusive deals.<sup>3</sup>

While the program access rules may have performed a useful function in tackling the most extreme cases of flat-out refusal to deal and obvious rate discrimination, they do not adequately deal with more subtle forms of “hidden” discrimination. For one thing, the scope of the program access rules is limited to satellite-delivered cable programming, which gives rise to the “terrestrial loophole.”<sup>4</sup> This allows cable-affiliated programmers to evade the program access rules through the simple expedient of leasing fiber. Also, the current rules do not allow any discovery as-of-right, and the Media Bureau has generally declined to order additional discovery in program access complaint proceedings.<sup>5</sup> Thus, EchoStar requests that *News Corp.*-type conditions be imposed, but that they be adapted to address the specific conduct discussed below.

## II. Anticompetitive Tactics

Leading up to the acquisition, Comcast and Time Warner increasingly have been engaging in anticompetitive tactics that have prevented EchoStar from offering valuable programming to subscribers. One of the patterns that has emerged involves a cable-affiliated programmer that devises an offer with conditions that are tailor-made for a cable system. In some instances, that identical offer is then extended to EchoStar, but the required conditions preclude EchoStar from obtaining the programming because of technological differences in its system. Consumers suffer as a result. The Commission

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<sup>1</sup> See Communications Act of 1934, as amended, § 628, 47 U.S.C. § 548.

<sup>2</sup> See 47 C.F.R. §§ 76.1000-1004.

<sup>3</sup> See *In the Matter of General Motors Corporation and Hughes Electronics Corporation, Transferors, and The News Corporation Limited, Transferee, for Authority to Transfer Control*, FCC 03-330, Memorandum Opinion and Order, 19 FCC Rcd 473 (2004) (“*News Corp.*”).

<sup>4</sup> Communications Act of 1934, as amended, §§ 628(i)(1), 705(d)(1); 47 U.S.C. §§ 548(i)(1), 605(d)(1)

<sup>5</sup> See 47 C.F.R. § 76.7(f). See, e.g., *RCN Telecom Services of New York, Inc. v. Cablevision Systems Corporation, Madison Square Garden Network, Inc. and Fox Sports Net-New York Defendants; Microwave Satellite Technologies, Inc. Complainant v. Cablevision Systems Corporation, Rainbow Media Holdings, Inc., Madison Square Garden Network Inc. and Fox Sports Net-New York*, 16 FCC Rcd 12048 (2001); *EchoStar Communications Corporation v. Comcast Corporation, Comcast-Spectacor, L.P., Philadelphia Sports Media, L.P.*, 14 FCC Rcd 2089 (1999).



needs to send a clear signal that this behavior will not be tolerated now or in the future, and that factual discovery will be conducted to uncover subtle forms of discrimination. Here are a few examples:

- (1) Digital Subscriber Condition. To obtain access to InDemand's<sup>6</sup> high-definition programming, all distributors were told that they would have to pay a set fee per *digital* subscriber. Because all satellite subscribers are digital, while only a minority of cable customers -- 35-45% for the largest MSOs -- subscribe to digital cable, InDemand's pricing scheme has the discriminatory effect of multiplying the cost of InDemand's programming to DBS providers compared to any cable operator. This condition, while "nondiscriminatory" on its face,<sup>7</sup> has created a *de facto* exclusive offering for cable operators. InDemand trumpets this exclusivity by advertising its programming as available "only on cable."<sup>8</sup>

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<sup>6</sup> InDemand, L.L.C. ("InDemand") supplies Video-On-Demand ("VOD"), Pay-Per-View and High-Definition ("HD") programming. InDemand is a partnership venture between Comcast, Cox Cable, Time Warner, the three largest Multiple System Operators ("MSO"s) in the country.

<sup>7</sup> On July 1, 2005, EchoStar filed a program access complaint with the Commission against InDemand for engaging in unfair practices prohibited by the Act and the FCC's Rules. InDemand has failed to provide its two channels of HD programming to EchoStar on fair and non-discriminatory rates, terms and conditions. See 47 U.S.C. § 548(c)(2)(B); 47 C.F.R. § 76.1002(c). In its answer to the complaint, InDemand contends that because its offer contains the same nominal fee per digital subscriber for cable and satellite there is no discrimination. The FCC staff has agreed to set a third status conference for the parties to report back on the status of settlement negotiations.

<sup>8</sup> See INHD Logo, appended as Attachment B.

- (2) Carriage Requirements. As a condition of carriage for Howard Stern programming, InDemand seeks to impose a requirement that all distributors take and make available 100 hours of Howard Stern programming a month.<sup>9</sup> Because of memory limitations of existing set-top receivers, however, DBS providers are generally not in a position to provide 100 hours per month of Stern programming on a video-on-demand model. Again, even though EchoStar is precluded from obtaining the programming, the offer appears to be “nondiscriminatory” on the surface because the same terms are being offered to both cable and satellite providers. InDemand’s own website acknowledges, however, that “because satellite companies have internal pay-per-view solutions and other controlling interests, InDemand is not currently available on any satellite networks.”<sup>10</sup> These statements underscore this increasing anticompetitive trend by cable providers trying to circumvent the FCC’s program access rules.
- (3) Terrestrial Loophole. The program access rules are subject to the well-known “terrestrial loophole.” Specifically, the FCC has concluded that many of the prohibitions contained in the program access rules apply only to “satellite cable programming,” which is defined in terms of satellite delivery of such programming.<sup>11</sup> Thus, the prohibition on exclusive deals, for example, does not apply to terrestrially delivered programming.<sup>12</sup> Comcast engaged in precisely this practice in Philadelphia, where its use of terrestrial delivery to deny EchoStar and DIRECTV access to “must-have” Philadelphia sports programming has had the well-documented effect of depressing DBS subscriber growth in that region, resulting in below average DBS penetration in Philadelphia relative to comparable regions. The proposed transaction will only increase Comcast’s incentives to continue this practice, as it will increase Comcast’s control of cable systems in the Philadelphia area. Moreover, increased concentration of system clusters in other areas where a party holds

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<sup>9</sup> This is commonly referred to as a Subscription VOD (“SVOD”) model. SVOD typically is described as a service that has a per month fee. The user accesses his/her selection through an interactive portal with VCR functionality. Subscribers can watch any offered program as often as they wish during the subscription period.

<sup>10</sup> See [www.indemand.com/about/faq-AboutIndemand.jsp](http://www.indemand.com/about/faq-AboutIndemand.jsp), appended as Attachment C.

<sup>11</sup> See Communications Act of 1934, as amended, §§ 628(i)(1), 705(d)(1); 47 U.S.C. §§ 548(i)(1), 605(d)(1).

<sup>12</sup> See *In the Matter of DIRECTV, Inc. v. Comcast Corp.; EchoStar Communications Corp. v. Comcast Corp.*, 15 FCC Rcd. 22802, 22807 ¶ 19 (2000); *In the Matter of RCN Telecom Services of New York, Inc. v. Cablevision Systems Corp.*; *Microwave Satellite Technologies, Inc. v. Cablevision Systems Corp.*, 16 FCC Rcd. 12048, 12053 ¶ 14 (2001).



regional sports programming will only encourage that party to use the “terrestrial loophole” to foreclose competitors.<sup>13</sup>

- (4) Mode of Delivery. EchoStar has been restricted from offering cable-affiliated programming in certain situations where the programming needs to be carried from a satellite receiver head-end to the subscriber’s premises, which, for example, has occurred in single-family private master plan communities. Even when granting these rights, cable-affiliated programmers also have hampered EchoStar’s ability to compete in this segment of the marketplace by prohibiting the application of a bulk-rate formula under these circumstances. At the same time, they apparently have granted to cable providers and others, either expressly or by course of conduct, the rates denied to EchoStar.
- (5) Subscriber Penetration Requirements. New demands by Outdoor Life Network (“OLN”) for certain penetration requirements recently resulted in the loss of National Hockey League (“NHL”) games for millions of DISH Network subscribers. Comcast owns OLN and we understand that Time Warner has a right to acquire an interest in OLN. When EchoStar refused to capitulate to the penetration demands, OLN blacked out NHL games for DISH subscribers. Rather than negotiate on price, OLN imposed a 40% subscriber-penetration requirement as a condition of coverage. EchoStar believes that Comcast and Time Warner already carried the network in tiers that exceeded the 40% requirement at the time it was imposed.<sup>14</sup> Furthermore, EchoStar believes that, in the case of these two cable operators, these tiers did not exceed that threshold by much. The 40% requirement effectively disadvantages EchoStar because of its tier configuration: EchoStar’s AT180 tier (which carried OLN) does not have 40 percent market penetration, but its next highest penetration package, AT120, has a penetration rate that is significantly higher than 40%. As a result, EchoStar was placed in a no-win dilemma. It could either drop the hockey games or carry OLN on AT120, which would effectively make the terms available to EchoStar much less

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<sup>13</sup> *In the Matter of Implementation of the Cable Television Consumer Protection And Competition Act of 1992; Development of Competition and Diversity in Video Programming Distribution: Section 628(c)(5) of the Communications Act; Sunset of Exclusive Contract Prohibition*, CS Docket No. 01-290, Report and Order, 17 FCC Rcd. 12124, 12145 ¶ 47 (2002) (“clustering, accompanied by an increase in vertically integrated regional networks affiliated with cable MSOs that control system clusters, will increase the incentive of cable operators to practice anticompetitive foreclosure of access to vertically integrated programming.”).

<sup>14</sup> OLN also sought to impose the same restriction on Cablevision Systems Corp. (“Cablevision”). Significantly, Echostar and Cablevision – two of Comcast’s largest competitors – did not carry OLN on tiers with greater than 40 percent subscriber-penetration. Cablevision ultimately capitulated to OLN’s 40 percent subscriber-penetration requirement by moving the network from a sports tier to its highly penetrated basic-cable tier.

economic than those available to Comcast and Time Warner. In addition, the higher penetration requirement that OLN would indirectly attain would have a simple consequence for EchoStar subscribers. It would force them to pay higher prices for programming they do not want. Smaller, independent cable operators have been adversely affected by penetration requirements as well. On November 7, 2005, The National Cable Television Cooperative ("NCTC") filed a complaint in a Kansas District State Court against Comcast's OLN for breaching its licensing deal with NCTC members after requiring minimum subscriber-penetration levels for its NHL telecasts.<sup>15</sup>

### III. Necessary Conditions

EchoStar is concerned that these tactics by Comcast and Time Warner are just the beginning of an anticompetitive trend that will become even more troublesome if and when these companies gain added power and more concentrated clusters of subscribers as a result of the Adelphia transaction. If the Commission does not reject the proposed acquisition, EchoStar urges the Commission to impose conditions to ensure continued competition in the marketplace. The conditions should include the following safeguards:

- Programmers affiliated with Comcast or Time Warner shall not offer any of their existing or future programming services (regardless of the mode of delivery of such programming to cable operators) on an exclusive basis to any MVPD, nor shall they impose terms and conditions tailor made for cable systems, which have the effect of discriminating against non-cable MVPDs because of technological differences, different delivery methods, or differences in capacity constraints.

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<sup>15</sup> The complaint sought damages, a declaratory judgment and injunctive relief for OLN's improper attempt "to add new terms to its long term programming contract with NCTC." NCTC's President and CEO, Tom Gleason, stated that "OLN's imposition of penetration requirements and OLN's asserted right to impose surcharges is completely at odds with the certainty our members have bargained for and the members' ability to serve their customers' best interests." As it has done with EchoStar and Cablevision, OLN seeks to impose a requirement that each NCTC operator must make the OLN network available to at least 40 percent of its subscriber base in order to be granted access to all of its programming. NCTC's lawsuit charges that OLN "has unilaterally imposed [these] new contract terms in connection with its carriage of NHL games, and [NCTC] maintain they do not have the right to do so." On December 9, 2005, NCTC withdrew the complaint after apparently reaching some type of settlement with OLN.



#### **IV. Arbitration Process**

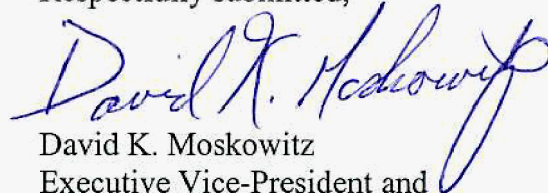
As the Commission recognized in the context of the News Corp. merger, pursuing a program access complaint at the FCC might not always be the speediest or most efficient remedy, and it may not be the most suitable way to unveil subtle forms of discrimination. Commercial arbitration can be an effective means of reaching a settlement, especially when the parties are permitted to obtain discovery as of right. Commercial arbitration procedures will not only better serve the interests of the parties, however, they also save Commission resources.

Thus, EchoStar urges the Commission to adopt appropriate arbitration procedures, which enable the arbitrator to supervise discovery and explore any potential price discrimination as well as discriminatory terms and conditions. EchoStar sets forth some proposed procedures in Attachment A. The proposed procedures have been adapted from the *News Corp.* conditions to address more directly the anticompetitive conduct of concern here -- namely, hidden discrimination in the terms of programming contracts. Such discrimination can be hidden in terms as diverse as penetration requirements and the assessment basis for the rate. To address these risks, baseball rules arbitration -- which is essentially limited to choosing between two numbers -- will not be effective. Rather, the arbitrator should be asked to determine in the first instance, whether the substantive conditions placed on the applicants have been complied with and, in the second instance, what remedy is appropriate. The arbitration would be subject to the AAA rules, with one modification -- discovery will be as of right, subject to the reasonable discretion of the arbitrator, who may limit, for example, the number of depositions that each side can take. As with the *News Corp.* conditions, the arbitrator's decision will be subject to appeal to the Commission.

#### **V. Conclusion**

Based on the evidence presented here, EchoStar requests that, assuming the Commission does not reject the proposed transaction, it at least impose the conditions described above. Such conditions are necessary to protect the public interest.

Respectfully submitted,

A handwritten signature in blue ink, reading "David K. Moskowitz". The signature is fluid and cursive, with the first name "David" being the most prominent part.

David K. Moskowitz  
Executive Vice-President and  
General Counsel  
EchoStar Satellite L.L.C.

Copy to:

Jim Bird  
Rudy Brioche  
Fred Campbell  
Jordan Goldstein  
Donna Gregg  
Sarah Whitesell  
Bill Johnson  
Tracy Waldon  
Royce Sherlock



## ATTACHMENT A

### *Conditions:*

- Programmers affiliated with Comcast or Time Warner shall not offer any of their existing or future programming services (regardless of the mode of delivery of such programming to cable operators) on an exclusive basis to any MVPD, nor shall they impose terms and conditions tailor made for cable systems, which have the effect of discriminating against non-cable MVPDs because of technological differences, different delivery methods, or differences in capacity constraints.

### *Commercial Arbitration Remedy*

When negotiations fail to produce a mutually acceptable set of price, terms and conditions for carriage, an MVPD may choose to submit to commercial arbitration in accordance the following procedures:

- An aggrieved MVPD may submit a dispute with Comcast or Time Warner over the terms and conditions of carriage of programming.
- Following the expiration of any existing contract, or 90 days after a first time request for carriage, an MVPD may notify Comcast or Time Warner within five business days that it intends to request commercial arbitration to determine whether the foregoing conditions have been complied with and, if not, prescribe a remedy. A notice of intent to arbitrate may also be given within one year of an MVPD discovering that Comcast or Time Warner has violated the above conditions with respect to any existing contract for carriage.
- Upon receiving timely notice of the MVPD's intent to arbitrate, Comcast or Time Warner must immediately allow continued carriage of the network under the same terms and conditions of the expired contract for carriage as long as the MVPD continues to meet the obligations set forth in this condition.
- Carriage of the disputed programming during the period of arbitration is not required in the case of first time requests for carriage.
- *"Cooling Off Period."* The period following Comcast or Time Warner's receipt of timely notice of the MVPD's intent to arbitrate and before the MVPD's filing for formal arbitration with the American Arbitration Association ("AAA") shall constitute a "cooling-off" period during which time negotiations are to continue.
- *Formal Filing with the AAA.* The MVPD's formal demand for arbitration, which shall include the MVPD's "complaint," may be filed with the AAA no earlier than the tenth business day after the notice of intent to arbitrate is given and no later than the end of the fifteenth business day following the notice of intent to arbitrate. If the MVPD makes a timely demand, Comcast or Time Warner must participate in the arbitration proceeding.

- The AAA will notify Comcast or Time Warner, and the MVPD, upon receiving the MVPD's formal filing.
- Comcast or Time Warner will file an "answer" with the AAA within fifteen business days of being notified by the AAA that a formal demand for arbitration has been filed by the MVPD.
- The MVPD must file and serve any "reply" within ten business days of being served with a copy of the "answer."

#### ***Rules of Arbitration***

- The arbitration will be decided by a single arbitrator under the expedited procedures of the commercial arbitration rules, then in effect, of the AAA (the "Rules"), excluding the rules relating to large, complex cases, and except that discovery shall be as of right, and in accordance with 47 CFR 1.311-1.325, subject to the arbitrator's reasonable discretion.
- The parties may agree to modify any of the time limits set forth above and any of the procedural rules of the arbitration; absent agreement, however, the rules specified herein apply. The parties may not, however, modify the requirement that they engage in final-offer arbitration.
- If the arbitrator finds that one party's conduct, during the course of the arbitration, has been unreasonable, the arbitrator may assess all or a portion of the other party's costs and expenses (including attorney fees) against the offending party.
- Following resolution of the dispute by the arbitrator, to the extent practicable, the terms of the new affiliation agreement will become retroactive to the expiration date of the previous affiliation agreement. The MVPD will make an additional payment to Comcast or Time Warner in an amount representing the difference, if any, between the amount that is required to be paid under the arbitrator's award and the amount actually paid under the terms of the expired contract during the period of arbitration.
- Judgment upon an award entered by the arbitrator may be entered by any court having competent jurisdiction over the matter, unless one party indicates that it wishes to seek review of the award with the Commission, and does so in a timely manner.

#### ***Review of Award by the Commission***

- A party aggrieved by the arbitrator's award may file with the Commission a petition seeking de novo review of the award. The petition must be filed within 30 days of the date the award is published.
- The MVPD may elect to carry the programming at issue pending the FCC decision, subject to the terms and conditions of the arbitrator's award.
- In reviewing the award, the Commission will examine the same evidence that was presented to the arbitrator and will choose the final offer of the party that most closely approximates the fair market value of the programming carriage rights at issue.
- The Commission may award the winning party costs and expenses (including reasonable attorney fees) to be paid by the losing party, if it considers the appeal or conduct by the losing party to have been unreasonable. Such an award of costs and



expenses may cover both the appeal and the costs and expenses (including reasonable attorneys' fees) of the arbitration.

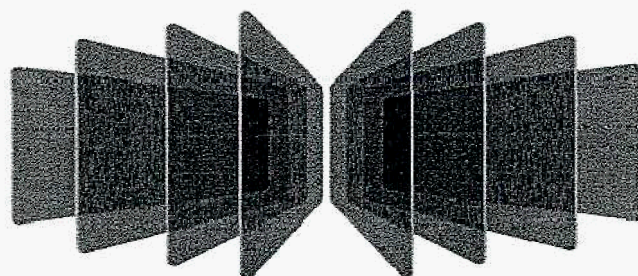
***Additional Provisions Concerning Arbitration***

- No later than 20 business days prior to the expiration of an affiliation agreement with an MVPD for video programming subject to this condition, Comcast or Time Warner must provide the MVPD with a copy of the conditions imposed in this Order. Comcast or Time Warner must provide a copy of the conditions imposed in this Order within 10 business days of receiving a first time request for affiliation.
- This condition will expire six years after the release of the Order.
- The Commission will consider a petition for modification of this condition if it can be demonstrated that there has been a material change in circumstance or the conditions have proven unduly burdensome, rendering the condition no longer necessary in the public interest.

# Attachment B

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**INI-HD<sup>SM</sup>**

**ONLY ON CABLE**

# Attachment C

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- **What is iN DEMAND?**
- **How is iN DEMAND different from pay-per-view?**
- **How do I order iN DEMAND?**
- **Do I need any special equipment to view iN DEMAND programs? Do I need a cable box, for example?**
- **Is there any way I can order movies online?**
- **How do I find out when specific movies are offered?**
- **How can I tell if a movie is an all day ticket or a one-time event?**
- **Is iN DEMAND/INHD a publicly-traded company? / What is your stock trading symbol?**
- **How do I verify employment with your company?**
- **Where can I inquire about employment?**
- **How can a producer get programming on iN DEMAND?**
- **Is iN DEMAND offered outside the U.S.?**
- **Can you get iN DEMAND with a satellite dish or Direct TV?**
- **How much does my movie cost?**

#### **What is iN DEMAND?**

iN DEMAND is the TV destination for entertainment and sports fans. You get the best movies, college and pro sports, big events and exclusive originals. With iN DEMAND you get what you want and only what you want from the comfort of your own home.

#### **How is iN DEMAND different from pay-per-view?**

iN DEMAND brings you more of the programs you want to see. Programming you can't get anywhere else on cable. iN DEMAND will continue to introduce new sports packages, events and original productions. With iN DEMAND, you get what you want and only what you want.

#### **How do I order iN DEMAND?**

Ordering methods vary from one local cable system to another, with the use of either your cable remote or your telephone. Call your local cable company for more information about their pay-per-view ordering process.

#### **Do I need any special equipment to view iN DEMAND programs? Do I need a cable box, for example?**

In order to order a pay-per-view movie or event you need a set-top addressable decoder box. This enables your cable company to authorize your household to receive pay-per-view programs or other scrambled programming like HBO or Showtime.

#### **Is there any way we can order movies online?**

Ordering pay-per-view online is not currently possible at this time. However, ordering methods do vary from one cable system to another, with the use of either your cable remote or your telephone.

#### **How do I find out when specific movies are offered?**

Click on **Movies** in the navigation bar. A complete, alphabetical monthly listing is available by selecting the correct month. Listings are usually available 2 months in advance.

#### **How can I tell if a movie is an all day ticket or a one-time event?**

Your local cable company decides whether a title will be offered as an all day movie ticket. Please contact your local operator for that information (you'll find their number on any cable bill).

#### **Is iN DEMAND/INHD a publicly-traded company? / What is your stock trading symbol?**

iN DEMAND Networks is not a public company. iN DEMAND is a partnership venture between Comcast Cable, Cox Cable, Time Warner Entertainment and other cable companies.

Because of this and other controlling interests, iN DEMAND and its high-definition network INHD remains a private company.

#### **How do you verify employment with your company?**

Employment records can be acquired by contacting Human Resources:

By Phone: 6460638-8227  
By Email: [ckostbar@indemand.com](mailto:ckostbar@indemand.com)

**Where can I inquire about employment?**

Current openings can be found at [www.indemand.com/about/jobs.jsp](http://www.indemand.com/about/jobs.jsp)

**How can a producer get programming on iN DEMAND?**

Please send your reel to: 345 Hudson St., 17<sup>th</sup> Floor, NY NY 10014 attention: Programming.

**Will iN DEMAND ever be available on Direct TV or other satellite networks?**

iN DEMAND is a partnership venture between Comcast Cable, Cox Cable, Time Warner Entertainment and other cable companies to offer a broad range of pay-per-view and on-demand services to their subscribers.

Because satellite companies have internal pay-per-view solutions and other controlling interests, iN DEMAND is not currently available on any satellite networks.

**Is iN DEMAND offered outside the U.S.?**

We are solely a U. S. based company. We do not distribute any of our programming outside of the U.S.

**How much does my movie/event cost?**

Pricing for movies and events is determined by your local cable system. While we provide suggested retail prices and guidelines, the actual retail price is set by your cable company and can vary on a system by system basis.

Our site is designed to provide national information about pay-per-view. If we were to include pricing information, even recommended prices, it might lead to confusion about what actual charges are set by your local cable company.

There are many ways individual cable systems indicate prices, including barker channels (what you see on a pay-per-view channel when you have not ordered anything), customer service reps, listings guides, etc. If you're not sure where to find local prices, you may want to call your cable system during business hours and ask them where the information is available.

**Where can I place a complaint about inappropriate advertising during children's shows?**

Your cable operator is responsible for any off-network advertising (not placed by that network) or internal communications to its subscribers. If you believe an advertisement was placed on the wrong network or at an inappropriate time-slot, please contact your cable operator to field your complaint.

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If you cannot find the answer to your question on any of our FAQ pages, you may [contact us using an online form.](#)